



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
SOLID WASTE MANAGEMENT PROGRAM  
**FINANCIAL GUARANTEE BOND**

**NOTE: A SURETY BOND GUARANTEEING PAYMENT INTO A TRUST FUND OR ESCROW ACCOUNT, AS SPECIFIED IN 10 CSR 80-8.050 (7)(C)2.B**

Date Bond Executed	Effective Date
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Principal (Legal name and business address of owner)

Type of Organization

☐ Individual ☐ Joint Venture ☐ Partnership ☐ Corporation

State of Incorporation

**THE FOLLOWING INFORMATION MUST BE PROVIDED FOR EACH SCRAP TIRE PROCESSING FACILITY COVERED BY THIS BOND**

Surety(ies) Name and Business Address

Scrap Tire Processor Name and Address

Scrap Tire Processor Permit Number

Closure Amounts for each Scrap Tire Processor  
Guaranteed by this Bond

Total Penal Sum of Bond  
\$

Surety Bond Number

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Missouri Department of Natural Resources in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions any or all of us, and for all other purposes each surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS, said Principal is required, under the Missouri Solid Waste Management Law, sections 260.200-260.345, RSMo., to have a permit in order to own or operate the scrap tire processing facility(ies) identified above; and

WHEREAS, the Principal is required by law to provide financial assurance for closure as a condition of the permit; and

WHEREAS, said Principal shall establish a standby trust fund or escrow account as is required by the Missouri Solid Waste Rules when a surety bond is used to provide such financial assurance;

NOW THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of the scrap tire processing facility(ies) identified above, fund the standby trust fund or escrow account in the amount(s) identified above for the scrap tire processing facility(ies).

OR, if the Principal shall fund the standby trust fund or escrow account in such amount(s) within fifteen (15) days after an order to begin closure is issued by the Director of the Missouri Department of Natural Resources, hereinafter known as director, his/her designated representative or a court of competent jurisdiction,

OR, if the principal shall provide alternate financial assurance as specified in 10 CSR 80-8.050(7)(C) of the Missouri Solid Waste Management Rules and obtain written approval from the director or his/her designated representative of such assurance, within ninety (90) days after the date notice of cancellation is received by both the Principal and the director or his/her designated representative from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) hereby waives notification of amendments to closure or post-closure plans, permits, applicable laws, statutes and rules, and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of the penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the director or his/her designated representative, provided, however, that cancellation shall not occur during the one hundred twenty (120) days beginning on the date of receipt of notice of cancellation by both the Principal and the director or his/her designated representative, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies) and to the director or his/her designated representative, provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the director or his/her designated representative.

The Principal and Surety(ies) hereby agree that no portion of the penal sum may be expended without prior written approval of the director or his/her designated representative.

IN WITNESS WHEREOF, the Principal and the Surety have executed this financial guarantee bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies), that each Surety hereto is authorized to do business in the state of Missouri and that the wording of this surety bond is identical to the wording specified in 10 CSR 80-2.030(4)(D)2. as such rules were constituted on the date this bond was executed.

#### PRINCIPAL

Corporate Seal

Signature(s)

Name(s) - Print or type

Titles(s) - Print or type

#### CORPORATE SURETY(IES) – THIS INFORMATION MUST BE PROVIDED FOR EACH CO-SURETY

Corporate Seal

State of Incorporation

Liability Limit

Signature(s)

Name(s) - Print or type

Title(s) - Print or type

Bond Premium  
\$

Name and Address of Surety or Co-Surety - Print or type